

Beta 80 S.p.A. Software e Sistemi
End User License Agreement

End-User License Agreement ("Agreement")

Last updated: 09-Jul-2021

License

Beta 80 S.p.A. grants the end user a revocable, non-exclusive, non-transferable, limited license to install and use the Life 1st Application and its software modules, solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

The licensed products are provided on an “as is” and “with all faults basis” and Beta 80 S.p.A. and its suppliers expressly disclaim all warranties, express or implied, including but not limited to, the implied warranties of non-infringement, merchantability, satisfactory quality, accuracy, title, and fitness for a particular purpose. No oral or written advice or information provided by Beta 80 S.p.A. or any of its agents, employees or third-party providers shall create a warranty, and distributor is not entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the agreement.

Restrictions

The end user agrees not to, and the end user will not permit others to:

- a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, copy, reverse engineer, or otherwise commercially exploit the Life 1st application and its software modules or make the Life 1st application and its software modules available to any third party.
- b) use the licensed products to provide competitive information about Beta 80 S.p.A. or the licensed products to third parties.

Neither Beta 80 S.p.A. nor its suppliers shall be liable to the undersigned for any incidental, consequential, special, indirect or exemplary damages arising out of this agreement, including lost profits or costs of cover, loss of use or business interruption or the like, regardless of whether the party was advised of the possibility of such damages.

Notwithstanding anything to the contrary contained herein, Beta 80 S.p.A. shall have no monetary liability to the undersigned for any cause (regardless of the form of action) under or relating to this agreement.

Modifications to Application

Beta 80 s.p.A. reserves the right to modify, suspend or discontinue, temporarily or permanently, the Life 1st application and its software modules or any service to which it connects, with or without notice and without liability to the end user.

Term and Termination

This Agreement shall remain in effect until terminated by the end user or Beta 80 S.p.A.

Beta 80 S.p.A. may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Beta 80 S.p.A., if the end user fail to comply with any provision of this Agreement. The end user may also terminate this Agreement by deleting the Life 1st application and its software modules and all copies thereof from its desktop computers, server, mobile terminals, or any other device where the Life 1st application and its software modules are installed.

Upon termination of this Agreement, the end user shall cease all use of the Life 1st application and its software modules and delete all copies of the Life 1st application and its software modules from its desktop computers, server, mobile terminals, or any other device where the Life 1st application and its software modules are installed.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

Beta 80 S.p.A. reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 60 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Contact Information

If the end user has any questions about this Agreement, please contact us at:

info@beta80group.it